

EXHIBIT 4

**INTERCONNECTION AGREEMENT
BETWEEN ACSI AND BELL SOUTH**

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INTERCONNECTION AGREEMENT BETWEEN ACSI AND BELL SOUTH COMMUNICATIONS

Pursuant to this Interconnection Agreement (Agreement), American Communication Services, Inc. on behalf of its local exchange operating subsidiaries identified on Attachment A as it shall be amended from time to time (collectively "ACSI"), and BellSouth Telecommunications, Inc. (BellSouth) (collectively, "the Parties") agree to extend certain interconnection arrangements to one another within each LATA in which they both operate. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties which the Parties believe is not inconsistent with Sections 251, 252 and 271 of the Telecommunications Act of 1996.

I. RECITALS AND PRINCIPLES

WHEREAS, BellSouth is an incumbent local exchange telecommunications company (ILEC) authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, ACSI is a competitive local exchange telecommunications company (CLEC) which is authorized or plans to become authorized to provide local telecommunications services in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee; and

WHEREAS, the interconnection and interoperability of the Parties' respective local networks is required to facilitate the introduction of local exchange service competition and fulfill the objectives of the Telecommunications Act of 1996 (Telecommunications Act); and

WHEREAS, universal connectivity and interoperability between competing telecommunications carriers is necessary for the termination of traffic on each carrier's network; and

WHEREAS, the Parties intend that BellSouth should unbundle certain basic network elements and make them available for purchase by ACSI; and

WHEREAS, the Parties agree that this Agreement shall be filed with the appropriate state commissions in compliance with Section 252 of the Telecommunications Act;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACSI and BellSouth hereby covenant and agree as follows:

C Order Processing

- C.1 ACSI shall place orders for unbundled loops (and other network elements) through completion and submission of the Service Order form specified in the FBOG. The installation time intervals which shall apply thereto are as expressed in subsection IV.D hereafter.
- C.2 Order processing for unbundled loops shall be mechanized, in a form substantially similar to that currently used for the ordering of special access services. Automated interfaces shall be provided into a centralized operations support systems database for determining service availability on loops (e.g., ISCON), confirmation of order acceptance and ongoing order status. If made available by BellSouth to any other telecommunications carrier, automated interfaces shall be provided in a centralized operations support systems database for installation scheduling, confirmation of circuit assignments and completion confirmation.
- C.3 Particular combinations of elements, hereafter referred to as combinations, identified and described by ACSI can be ordered and provisioned as combinations, and not require the enumeration of each element within that combination in each provisioning order, consistent with OBF or other mutually agreed upon procedures.
- C.4 Appropriate ordering/provisioning codes will be established for each identified combination, consistent with OBF or other mutually agreed upon procedures.
- C.5 When combinations are ordered where the elements are currently interconnected and functional, those elements will remain interconnected and functional (except for the integrated SLC).
- C.6 When the open network access platform is available, BellSouth will provide ACSI with the ability to have the BellSouth end office AIN triggers initiated via an appropriate service order from ACSI.
- C.7 ACSI and BellSouth will negotiate in good faith to create a mutually acceptable standard service order/disconnect order format, consistent with OBF or other mutually agreed upon procedures.
- C.8 BellSouth shall exercise best efforts to provide ACSI with the "real time" ability to schedule installation appointments with the customer on-line and access to BellSouth's schedule availability beginning in the second calendar quarter of 1997. In the interim, BellSouth will install unbundled loops and other network elements by the Customer Desired Due Date (CDDD) where facilities permit.

- C.9 When available to any other telecommunications carrier or other customer, BellSouth shall provide "real time" response for firm order confirmation, due date availability/scheduling, dispatch required or not, identify line option availability by Local Service Office (LSO) (such as digital copper, copper analog, ISDN), completion with all service order and time and cost related fees, rejections/errors on service order data element(s), jeopardies against the due date, missed appointments, additional order charges (construction charges), order status, validate street address detail, and electronic notification of the local line options that were provisioned. This applies to all types of service orders and all network elements.
- C.10 The Parties will negotiate in good faith to establish expedite and escalation procedures for ordering and provisioning, including establishment of a process for ACSI to request the expedite an order on a customer's behalf.

D. Conversion of Exchange Service to Network Elements

- D.1 Installation intervals must be established to ensure that service can be established via unbundled loops in an equivalent timeframe as BellSouth provides services to its own customers, as measured from the date upon which BellSouth receives the order to the date of customer delivery.
- D.2 On each unbundled network element order in a wire center, ACSI and BellSouth will agree on a cutover time at least 48 hours before that cutover time. The cutover time will be defined as a 30-minute window within which both the ACSI and BellSouth personnel will make telephone contact to complete the cutover.
- D.3 Within the appointed 30-minute cutover time, the ACSI contact will call the BellSouth contact designated to perform cross-connection work and when the BellSouth contact is reached in that interval, such work will be promptly performed.
- D.4 If the ACSI contact fails to call or is not ready within the appointed interval and if ACSI has not called to reschedule the work at least two (2) hours prior to the start of the interval, BellSouth and ACSI will reschedule the work order.
- D.5 If the BellSouth contact is not available or not ready at any time during the 30-minute interval, ACSI and BellSouth will reschedule and BellSouth will waive the non-recurring charge for the unbundled elements scheduled for that interval.

- D.6 The standard time expected from disconnection of a live Exchange Service to the connection of the unbundled element to the ACSI collocation arrangement is 5 minutes. If BellSouth causes an Exchange Service to be out of service due solely to its failure for more than 15 minutes, BellSouth will waive the non-recurring charge for that unbundled element.
- D.7 If unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cut-over, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the customer are the responsibility of ACSI.
- D.8 If ACSI has ordered Service Provider Number Portability (SPNP) as part of an unbundled loop installation, BellSouth will coordinate implementation of SPNP with the loop installation.
- D.9 The conversion/installation time intervals which shall apply to unbundled loops and other network elements shall be as expressed herein.

E. Service Quality

- E.1 At a minimum, the service quality of leased network elements should match that of BellSouth's own elements and conform to all Bellcore and ANSI requirements applicable to the type of service being provided. In addition, BellSouth will provide maintenance services on network elements purchased by ACSI which are timely, consistent and at parity with that provided when such elements are used for its own purposes.
- E.2 Maintenance support shall be available 7 days a week, 24 hours a day. Provisioning support shall be available at the same times at which BellSouth installs its own bundled local exchange services.
- E.3 Installation and service intervals shall be the same as when BellSouth provisions such network elements for use by itself, its affiliates or its own retail customers.
- E.4 In facility and power outage situations, BellSouth agrees to provide network elements leased by ACSI the same priority for maintenance and restoration as similar elements used by BellSouth for itself or its affiliates.
- E.5 The Parties agree that all interconnection arrangements and services will at a minimum be subject to technical standards which are equal to those that BellSouth affords to itself, other LECs or other telecommunications carriers. This must, at a minimum, include parity in:

XVII. TERM

- A. The term of this Agreement shall be two years, beginning September 1, 1996.
- B. The Parties agree that by no later than September 1, 1997, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning September 1, 1998.
- C. If, within 90 days of commencing the negotiation referred to in Section XVII.B above, the Parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either Party may petition the state commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than July 1, 1998. The Parties further agree that in the event the Commission does not issue its order prior to July 1, 1998 or if the Parties continue beyond September 1, 1998 to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to September 1, 1998. Until the revised local interconnection arrangements become effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.
- D. The Parties agree that (1) if the FCC or a state commission or other state or local body having jurisdiction over the subject matter of this Agreement finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations promulgated, or (2) if an FCC or state commission order or requirement has the effect of preempting any term of this Agreement, then in the event of the occurrence of (1) or (2) the Parties shall immediately commence good faith negotiations to conform this Agreement with any such decision, rule, regulation or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or state commission action giving rise to such negotiations. The Parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date.

XVIII. IMPLEMENTATION OF AGREEMENT

The Parties agree that within 30 days of the execution of this Agreement they will adopt a schedule for the implementation of this Agreement. The schedule shall state with specificity, ordering, testing, and full operational time frames. The

implementation shall be attached to this Agreement as an addendum and specifically incorporated herein by this reference.

XIX. UNIVERSAL SERVICE

The Parties acknowledge that BellSouth will guarantee the provision of universal service as the carrier-of-last-resort throughout its territory in Florida until January 1, 1998 without contribution from ACSI.

XX. FORCE MAJEURE

Neither Party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement including, without limitation: fire, explosion, power failure, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other Party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of nonperformance and both Parties shall proceed to perform with dispatch once the causes are removed or cease.

XXI. LIABILITY AND INDEMNIFICATION

A. Liability Cap.

1. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by ACSI, any ACSI customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Article, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by ACSI, any ACSI customer or any other person or entity resulting from the gross negligence or willful misconduct of

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.


AMERICAN COMMUNICATIONS SERVICES, INC.

BELL SOUTH TELECOMMUNICATIONS, INC.

By: Riley M. Murphy/Executive By: Jerry D. Hendrix/Manager
Name/Title Vice President Name/Title

Date: July 25, 1996 Date: July 25, 1996

EXHIBIT 5

DUPLICATE

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D.C. 20554

RECEIVED

MAR 14 1997

FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF SECRETARY

In the Matter of)

AMERICAN COMMUNICATIONS SERVICES, INC.)
Complainant)

v.)

BELLSOUTH TELECOMMUNICATIONS, INC.)
Defendant)

File No. E-97-09

**JOINT STATEMENT OF
STIPULATED AND DISPUTED FACTS AND LEGAL ISSUES**

American Communications Services, Inc. ("ACSI"), and BellSouth Telecommunications, Inc. ("BellSouth"), by their undersigned attorneys, hereby file this Joint Statement of Stipulated and Disputed Facts and Legal Issues with the Federal Communications Commission ("Commission").

I. LEGAL ISSUES

1. Whether BellSouth's behavior constituted a failure to negotiate in good faith as required by Section 251(c)(1) of the Communications Act of 1934, as amended (the "Act"), 47 U.S.C. § 251(c)(1).

2. Whether BellSouth's behavior constituted a failure to provide interconnection as mandated by Section 251(c)(2) of the Act, 47 U.S.C. § 251(c)(2).

3. Whether BellSouth's behavior constituted a failure to provide access to unbundled network elements on a nondiscriminatory basis and pursuant to rates, terms and conditions that are

just, reasonable and nondiscriminatory in accordance with its Interconnection Agreement with ACSI (the "Interconnection Agreement") and Section 251(c)(3), 47 U.S.C. § 251(c)(3).

4. Whether the Commission has jurisdiction to address the merits of ACSI's Formal Complaint or whether Sections 2(b) and 221(b) of the Act deprive the Commission of jurisdiction.

5. Whether the pendency of ACSI's complaint against BellSouth before the Georgia Public Service Commission bars ACSI from asserting a claim before the Commission pursuant to Section 208 of the Act.

6. Whether ACSI established a prima facie case that BellSouth failed to negotiate in good faith as required by Section 251(c)(1) of the Act, 47 U.S.C. § 251(c)(1).

7. Whether the provision of unbundled local loops as provided to ACSI under the Interconnection Agreement is "interconnection" subject to the requirements of Section 251(c)(2) of the Act, 47 U.S.C. § 251(c)(2).

8. Whether BellSouth was obligated under the Interconnection Agreement, including Section XVIII, to provide unbundled loops to ACSI at the time ACSI submitted its first orders in November 1996.

9. Whether BellSouth's fulfillment of ACSI orders prior to January 6, 1997 violated the Act and/or the Interconnection Agreement.

10. Whether ACSI was obligated under the Act or the Interconnection Agreement to give BellSouth advance notice of its intention to order loops from BellSouth or to engage in joint testing prior to submitting orders.

11. Whether, by virtue of having processed the orders ACSI submitted to it in November 1996, BellSouth is estopped from arguing that it had not agreed to an implementation

schedule meeting the requirements of Section XVIII or that joint testing was a prerequisite to its obligation to provide interconnection and unbundled loops to ACSI.

12. If ACSI directly and foreseeably contributed to the disruption in service to its customers, whether ACSI's actions preclude it from obtaining relief for BellSouth's behavior.

13. If ACSI failed to act in good faith to correct the problems it encountered in submitting loop orders to BellSouth, whether ACSI's actions preclude it from obtaining relief for BellSouth's behavior.

14. Whether the provision of unbundled loops by BellSouth to ACSI in Columbus, Georgia, pursuant to the Interconnection Agreement constitutes the provision of facilities for or in connection with intrastate communication service for purposes of Section 2(b)(1) of the Act.

15. Whether the provision of unbundled loops by BellSouth to ACSI in Columbus, Georgia, pursuant to the Interconnection Agreement constitutes the provision of facilities for or in connection with telephone exchange service subject to regulation by the Georgia Public Service Commission for purposes of Section 221(b)(1) of the Act.

II. GENERAL STIPULATIONS

The Parties agree and stipulate to the following legal conclusions for purposes of this proceeding only:

1. The Commission has jurisdiction pursuant to Section 208(a) of the Act, 47 U.S.C. § 208(a), over Formal Complaints concerning violations of Section 251 and 252 of the Act, 47 U.S.C. §§ 251, 252.

2. In Columbus, Georgia, BellSouth is an incumbent LEC ("ILEC") and ACSI is a telecommunications carrier, as those terms are used in Section 251 of the Act, 47 U.S.C. § 251.

3. Section 251(c)(1) of the Act, 47 U.S.C. § 251(c)(1), imposes upon ILECs, including BellSouth, the duty to negotiate agreements for interconnection and unbundled network elements in good faith with other telecommunications carriers.

4. Section 251(c)(2) of the Act, 47 U.S.C. § 251(c)(2), requires ILECs, including BellSouth, to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with its network "for the transmission and routing of telephone exchange service and exchange access . . . that is at least equal in quality to that provided by the local exchange carrier to itself."

5. Section 251(c)(2)(D) of the Act, 47 U.S.C. § 251(c)(2)(D), requires ILECs, including BellSouth, to provide such interconnection to other carriers "on rates, terms, and conditions that are just, reasonable, and nondiscriminatory and in accordance with the terms and conditions of [an interconnection] agreement" approved under Section 252 of the Act.

6. Section 251(c)(3) of the Act, 47 U.S.C. § 251(c)(3), requires BellSouth to "provide to any requesting telecommunications carrier for the provision of telecommunications service, nondiscriminatory access to network elements on an unbundled basis ... on rates, terms, and

conditions that are just, reasonable, and nondiscriminatory in accordance with the terms of the [interconnection] agreement" approved under Section 252 of the Act and the requirements of Sections 251 and 252.

7. Section 2(b)(1) of the Act, 47 U.S.C. § 152(b)(1), provides that "nothing in this Act shall be construed to apply or to give the Commission jurisdiction with respect to (1) charges, classifications, practices, services, facilities, or regulations for or in connection with intrastate communication service by wire or radio of any carrier"

8. Section 221(b) of the Act, 47 U.S.C. § 221(b), provides that "nothing in this Act shall be construed to apply, or to give the Commission jurisdiction, with respect to charges, classifications, practices, services, facilities, or regulations for or in connection with . . . telephone exchange service, . . . even though a portion of such exchange service constitutes interstate or foreign communication, in any case where such matters are subject to regulation by a state commission or by local governmental authority."

9. The provision of unbundled loops by BellSouth to ACSI pursuant to the Interconnection Agreement executed on July 25, 1996 ("Interconnection Agreement") constitutes the provision of unbundled network elements for purposes of Section 251(c)(3).

III. STIPULATED FACTS

The Parties agree and stipulate that for purposes of this proceeding only, and for no other purpose, the following facts are not in dispute in this proceeding and will be taken to be true:

1. ACSI, through its local exchange operating subsidiaries, is a competitive local exchange carrier ("CLEC") authorized to provide dedicated local exchange service in 14 states and switched local exchange service in 11 states.
2. ACSI is certified to operate as a CLEC in eight states in the BellSouth region.
3. ACSI is one of the earliest providers of competitive switched service in a number of states, and has requested more unbundled loops from BellSouth in Georgia than any other CLEC.
4. ACSI operates a total of 21 fiber optic networks throughout the Southern and Southwestern United States and has 36 such networks under construction.
5. ACSI's first operational fiber optic network providing switched local exchange services is located in Columbus, Georgia, a location within BellSouth's local exchange operating territory.
6. BellSouth is a Bell Operating Company ("BOC") as defined in 47 U.S.C. § 153(35) and a wholly-owned subsidiary of BellSouth Corporation, a regional Bell holding company.
7. BellSouth provides switched local exchange and other telecommunications services in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.
8. With respect to numerous markets in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee, BellSouth is an incumbent local exchange carrier as defined in 47 U.S.C. § 251(h). BellSouth is an incumbent local exchange carrier in Columbus, Georgia.

9. On July 25, 1996, ACSI and BellSouth entered into an Interconnection Agreement which sets forth the terms and conditions for BellSouth's provision of interconnection, unbundled network elements, and local traffic exchange services, and expressly acknowledged that certain pricing issues would be submitted for arbitration before the state PUCs.

10. In August 1996, ACSI filed petitions for arbitration with several state commissions in the BellSouth region, requesting those commissions to resolve certain unbundling and pricing issues.

11. Prior to the conclusion of these arbitrations, ACSI and BellSouth reached an agreed-upon settlement of these pricing issues.

12. On October 17, 1996, ACSI and BellSouth signed an Amendment ("Amendment") to the Interconnection Agreement, which negotiated a resolution to all of the outstanding issues raised in the arbitrations.

13. The Interconnection Agreement between ACSI and BellSouth, including the Amendment, has been approved by the Georgia Public Service Commission and other commissions in BellSouth states pursuant to Section 252(e)(1) of the Act, 47 U.S.C. § 252(e)(1).

14. The Interconnection Agreement addresses in detail BellSouth's obligation to provide unbundled loops (Section IV), including Order Processing (Section IV.C.), Conversion of Exchange Service to Network Elements (Section IV.D.), and Service Quality (Section IV.E.). The Agreement also contains Sections entitled "Local Traffic Interconnection Arrangements" (Section V) and "Local Traffic Exchange" (Section VI).

15. The Interconnection Agreement requires, inter alia, that:

(a) with respect to order processing, Section IV.C.2 of the Interconnection Agreement provides, in relevant part, "Order processing for unbundled loops shall be mechanized, in a form substantially similar to that currently used for the ordering of special access services."

(b) with respect to the conversion of exchange service to network elements, Section IV.D.1 of the Interconnection Agreement provides, "Installation intervals must be established to ensure that service can be established via unbundled loops in an equivalent timeframe as BellSouth provides services to its own customers, as measured from the date upon which BellSouth receives the order to the date of customer delivery."

(c) with respect to the conversion of exchange service to network elements, Section IV.D.2 of the Interconnection Agreement provides, "On each unbundled network element order in a wire center, ACSI and BellSouth will agree on a cutover time at least 48 hours before that cutover time. The cutover time will be defined as a 30-minute window within which both the ACSI and BellSouth personnel will make telephone contact to complete the cutover."

(d) with respect to the conversion of exchange service to network elements, Section IV.D.3 of the Interconnection Agreement provides, "Within the appointed 30-minute cutover time, the ACSI contact will call the BellSouth contact designated to perform cross-connection work and when the BellSouth contact is reached in that interval, such work will be promptly performed."

(e) with respect to the conversion of exchange service to network elements, Section IV.D.6 of the Interconnection Agreement provides, "The standard time expected from disconnection of a live Exchange Service to the connection of the unbundled element to the ACSI collocation arrangement is 5 minutes. If BellSouth causes an Exchange Service to be out of service due solely to its failure for more than 15 minutes, BellSouth will waive the non-recurring charge for that unbundled element."

(f) with respect to the conversion of exchange service to network elements, Section IV.D.7 of the Interconnection Agreement provides, "If unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cut-over, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the customer are the responsibility of ACSI."

(g) with respect to the conversion of exchange service to network elements, Section IV.D.8 of the Interconnection Agreement provides, "If ACSI has ordered Service Provider Number Portability (SPNP) as part of an unbundled loop installation, BellSouth will coordinate implementation of SPNP with the loop installation."

16. Section XVIII of the Interconnection Agreement, entitled "Implementation of Agreement," provides, "The Parties agree that within 30 days of the execution of this Agreement they will adopt a schedule for the implementation of this Agreement. The schedule shall state with specificity, ordering, testing, and full operational time frames. The implementation shall be attached to this Agreement as an addendum and specifically incorporated herein by this reference."

17. As of November 1996, no written implementation schedule was executed as an addendum to the Interconnection Agreement.

18. Since the events of November 27, 1996, ACSI and BellSouth have engaged in discussions for the purpose of resolving their differences over the handling of ACSI's orders. The Parties participated in several conference calls and exchanged written correspondence, including the correspondence attached as Exhibits D, E, F, and G to the Complaint.

19. Each day beyond the due date that an unbundled loop order is not fulfilled causes ACSI to lose revenue it would receive if it were the customer's provider of local exchange service and produces revenue for BellSouth that it would not receive if ACSI's order had been fulfilled.

20. ACSI filed an action based upon the transactions alleged herein under state and federal law stating similar causes of action before the Georgia Public Service Commission on December 23, 1996. The Georgia PSC has jurisdiction to hear the claims ACSI raised in that complaint.

21. The Georgia Public Service Commission complaint does not request an award for damages.

22. No other suits have been filed before any other governmental agency or court stating the same or similar causes of action.

23. On January 23, 1997, the Georgia Public Service Commission issued an order in Docket No. 7212-U holding the ACSI complaint in abeyance for 60 days. ACSI filed a petition for reconsideration of this order.

IV. DISPUTED FACTS

The Parties have agreed to defer issues relating to the nature and amount of ACSI's damages, if any, until after a determination of BellSouth's liability. If BellSouth is found liable, ACSI has reserved its right to file a supplemental complaint to specify the amount of its damages and BellSouth has reserved its right to file a supplemental answer. For purposes of the present phase of the proceeding only, the Parties assume that, if BellSouth is responsible in this proceeding for violations of the Interconnection Agreement or the Act, such actions caused damage to ACSI.

The Parties have not reached agreement on the following disputed facts, which may or may not be relevant to this proceeding:¹

1. Whether BellSouth has implemented adequate procedures to ensure that ACSI customers do not experience severe service disruptions.
2. Whether the problems ACSI has encountered with BellSouth are systemic, and whether BellSouth has modified its procedures to prevent such problems from occurring in the future.
3. The facts and circumstances relevant to ACSI's submission of unbundled loop orders and BellSouth's response thereto.
4. Whether BellSouth failed to coordinate the cutovers on ACSI's first three orders for unbundled loops with the implementation of SPNP on those lines, and therefore caused further delay and disruption to ACSI's new customers.
5. As of January 6, 1997, the number of orders (1) received by ACSI, (2) submitted to BellSouth, and (3) implemented by BellSouth.

¹ The inclusion of a disputed fact herein does not necessarily mean that the Parties agree resolution of the dispute is relevant to the disposition of the proceeding. Each Party reserves all rights, including its right to object to discovery related to these facts.

6. Whether on or around December 4, 1996, ACSI informed BellSouth to immediately place all orders on hold until these order processing and cutover problems could be resolved.

7. Whether, after ACSI's request, BellSouth disconnected three customers with pending ACSI orders.

8. Whether in February 1997 three additional customers of ACSI's had their service disconnected by BellSouth without warning or explanation. Whether two of those customers now receive local exchange service from BellSouth.

9. Whether the problems ACSI has encountered with BellSouth are the result of an unwillingness by BellSouth to comply with its obligations under the Interconnection Agreement it reached with ACSI and under the 1996 Act.

10. Whether on December 4, 1996, BellSouth Executive Vice President Ann Andrews told ACSI that BellSouth would not provide provisioning functions similar to special access ordering procedures because BellSouth did not provide those functions to end users and whether these statements were contrary to the Interconnection Agreement.

11. Whether, in subsequent conversations with ACSI, other BellSouth employees informed ACSI that they agree the Interconnection Agreement requires BellSouth to provide to ACSI order processing for unbundled loops using mechanized systems similar to those used for special access order processing.

12. Whether BellSouth's current processes have the tested capability of provisioning unbundled loops to ACSI and other CLEC in commercially feasible volumes projected by ACSI and other CLECs.